



CALL OF INTEREST: FOR THE PROVISION OF SUPPORT SERVICES ON OPEN INNOVATION MISSIONS MATCHES IN THE CONTEXT OF THE “EURO-MEDITERRANEAN NETWORK FACILITATING MARKET UPTAKE OF INNOVATIONS FROM SMES (EMPHASIS)” PROJECT FINANCED UNDER THE ENI CBC MED PROGRAM

Preliminary Provisions:

- Contractor: Association of the Mediterranean Chambers of Commerce and Industry (ASCAME);
- Title of the project: EMPHASIS “Euro-Mediterranean Network Facilitating Market Uptake of Innovations from SMEs”;
- Financing: The project is co-financed by the European Union through ENI CBC MED Cross-border Cooperation Program 2014 - 2020;
- Provisional start date of the contract: December 2022.
- Provisional period of task execution: Beginning of February 2023 – End of April 2023.
- Description of the project: EMPHASIS project aims at integrating experiences to deploy, validating, and mainstreaming an open innovation system that supports SMEs, start-ups, and spin-offs. This will allow the exploitation of innovations that tackle sustainability challenges and turn them into business opportunities through external cross-border partnerships at EUROMED level. EMPHASIS will co-create a EURO-MED Open Innovation eco-system in which information flows across Mediterranean borders and is transformed into commercial ideas and marketable products. The project's goal is to better connect the region's fragmented innovation systems by facilitating meaningful cross-border knowledge flows, equipping Small and Medium Enterprises (SMEs) with the skills required to tap into external knowledge bases and turn them into value, and identifying fields that can turn sustainability challenges (e.g., agro-food, sustainable energy, tourism, etc.) into business opportunities.
- Category: External Expertise for Open Innovation Mission Matches services in EMPHASIS project.
- Deadline for submitting bids is the 19/12/2022. You can submit your proposal by email to projects@ascame.org.



- The email must contain attached:
 - A technical proposal of the work
 - The economical proposal (VAT excluded and VAT included).
 - The CV in European format
 - Certified English skills
 - Photocopy (front-back) of an identity document
 - Authorization to process personal data treatment
- Subject: “EMPHASIS OPEN INNOVATION MISSION MATCHES SERVICES”

General Provisions:

1. Nature and purpose

The subject of this tender is the Provision of one service:

1.1 Open Innovation mission organization and facilitation of cross border strategic partnerships development:

- 1.1.1** Refers to the delivery Provision of brokering services to 4 Spanish SMEs and the most promising cross border Euromed industrial, research or investor partner and organization of the OI mission, aiming to achieve strategic partnerships for cross-border innovation.
- 1.1.2** The selected company will function as brokers helping the 4 Spanish SMEs and the promising partner to accelerate an open innovation project by providing dedicated tools, methods, access to an established community of participants, but also consulting the two parties for the successful implementation of the concept.

2. Objectives of the contract

The aim of the Open Innovation Missions is to enable the management by each SME of an open innovation project, which combines internal innovation activities (the SMEs innovation project) with the external innovation activities (the Open Innovation project) in various kinds of open innovation initiatives. The two components of OI work together to offer an integrated support to an SME which engages (or aspires to engage) in OI.

The successful completion of the service will help the 4 SMEs to scale-up/roll-out their technology/product/innovation/service through open innovation, exploiting internal and



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external expertise and knowledge and the collaboration opportunities that can arise from their participation in the HUB.

More specifically, the 4 Spanish SMEs will receive the following benefits and impact:

- Support in decision making and action planning regarding open innovation
- Open Innovation brokerage services addressing both the internal innovation activities within the SME and the external innovation ones
- Identify and reach out to potential external partners which can help them in for their OI process.
- Increased awareness on existing open innovation tools to tap into external knowledge for innovation in a flexible way
- Open Innovation project Report with hints and practical recommendations

Expected Calendar

| Activity | Actions/Deadlines |
|--|--|
| Twinning and facilitation of the joint concepts' development | <ol style="list-style-type: none"> 1. Approach twin partners & schedule meetings with them & SMEs -- by end Feb 2. Select the best possible fit & schedule meeting between Twin partner & SMEs – By mid Mar 3. Joint R&D concept Report – By Apr 23 |
| Open Innovation mission organization and facilitation of cross-border strategic partnerships development | <ol style="list-style-type: none"> 4. Preparatory work & schedule on-site meeting between the potential partner & SMEs – in Apr 5. Open Innovation Mission Report – By Apr 23 |

Obligations of ASCAME

3. Information to be provided



ASCAME will communicate and provide the contracted company with all the information that may be necessary to achieve the planned actions and the effective fulfilment of the contract.

4. Regulatory assistance

Regulatory provisions (national, regional, and local) that may affect both the execution of the actions and the future contract will be foreseen and exposed.

Obligations of the contracted company

5. General Obligations

1. The contracted company must accept and abide by the regulations and laws in force during the duration of their contract. The responsibility for the breach of these regulations will be borne by the contracted company.
2. The contracted company must ensure effective and efficient compliance according to the professional practices they offer.
3. If the contracted company considers that ASCAME exceeds or surpass its authority as project manager, the company can claim or notify its opinion to ASCAME within 15 days if receiving the execution of any order that generates disagreement.
4. All documents and information that has been provided by ASCAME to the contracted company will be considered private and confidential.
5. If the contracted company is composed of a consortium of two or more persons, everyone will respond to the stipulated conditions for the formal fulfilment of the contract. In the event that a single person is assigned as a representative of the consortium, she/he will be empowered to make decisions that commit the rest of the consortium. If there is a change in the consortium and ASCAME has not been previously notified, it will be considered a strict breach of contract.

6. Deontological code

1. The contracted company must be faithful to the deontological code of their profession, as well as respect Human Rights.
2. The contracted company must know and work to comply with the provisions of the ASCAME Code of Conduct. It will be needed to make a written Statement



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of Intent regarding company policy concerning the Code of Conduct and how it will be implemented, if requested by ASCAME, and communicate it to its workers, suppliers and ASCAME.

3. All shortlisted companies must show a rejection of any bribe, gift or gratuity situation as an incentive to receive a favourable treatment during the contest where they can be selected.
4. From the formalization of the contract, and even after its termination, professional secrecy must be maintained between both parties present in the contract.

7. Conflict of interests

1. The contracted company must prevent or eliminate any situation that compromises the execution of the contract.
2. Any conflict of interest must be notified in writing to ASCAME as soon as possible.
3. The contracted company must ensure that its personnel are not in any situation that may generate a conflict of interest.
4. Once the contract is terminated, the contracted company will limit its functions only to the presentation of services provided in the contract.

Economic provisions

8. The contracted company will carry out all the cost derived from preparation, management, delivery of the output.
9. The total cost of this contract cannot exceed 6.500 € (VAT included).

Participation conditions

10. Participation

The tender is open to legal entities (Private Companies, NGOs, TVET Organisations, Consulting Companies, etc.) and natural persons (External Consultants, Freelance Professionals, etc.), that are able to deliver the expected services under a “Service’s Contract”.



11. Reasons for exclusion

Tenderers will be excluded from participation in procurement procedures if:

- The company is bankrupt or in the process of liquidation, their businesses are administered by the courts, they have reached an agreement with their creditors, they have suspended their commercial activities, they are subject to procedures related to these matters or they are in any similar situation derived from a similar procedure provided for in national legislation or regulations;
- The company, or the people who have powers of representation, decision or control over them, have been convicted of a crime related to their professional conduct by sentence of a competent authority that has the force of res judicata (in other words, against which it is not possible lodge an appeal);
- The company have committed a serious professional offense, verified by any means that the contracting authority can justify;
- The company do not fulfil their obligations regarding the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, the country of the contracting authority or the country where the contract is to be executed;
- The company, or persons with powers of representation, decision or control over them, have been subject to a judgment with force of res judicata for fraud, corruption, participation in a criminal organization, money laundering or any other illegal activity, when said activity illegal is detrimental to the financial interests of the EU;
- The company is currently subject to an administrative penalty.

12. Number of applications

Each natural or legal person can present a single offer, whatever their form of participation.

13. Delivery method

Deadline for submitting bids is the 19th of December 2022, via email to projects@ascame.org

- The email must contain attached:
 - A technical proposal of the work
 - The economical proposal (VAT excluded and VAT included).
 - The CV in European format



- Certified English skills
- Photocopy (front-back) of an identity document

- Subject: “EMPHASIS OPEN INNOVATION MISSION MATCHES SERVICES”.

14. Complementary information

This call for proposal should be enough to provide an offer, but in case the company needs further clarification. The bidders can send their questions to projects@ascame.org before the deadline of submission.

15. Application modifications

Companies can modify or withdraw their offers before the submission deadline.

Selection and award criteria

16. Selection criteria

The following requirements will be positively considered:

- Previous experience in other EU projects related to innovation services.
- Previous experience with Open Innovation processes and understanding the Open Innovation (OI) partnership needed (stage of development, type of counter-partner sought, type of expertise needed, type of collaboration needed, steps to move forward)
- Previous relevant experience in Open Innovation brokerage services and mission matches.
- Previous experience in identifying potential counter/OI partners and rank priorities
- Previous relevant experience in identifying Innovation potential and estimating the readiness level of technologies (TRL).
- Good technical writing and communication skills
- Relevant project and publication references
- Fluency in English.

17. Award criteria

The award criteria are distributed as follows:



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| Criteria | % |
|--|----|
| Methodological approach | 30 |
| CV and proven experience in such similar works | 20 |
| Lowest price | 50 |

18. Working language

The communications between the contractor and the services provider will be in Spanish or English.

Presentation, opening and qualification of offers

19. Presentation of the offers

Offers should include:

- A technical proposal of the work
- The economical proposal (VAT excluded and VAT included).
- The CV in European format
- Certified English skills
- Photocopy (front-back) of an identity document
- Authorization to process personal data treatment

20. Opening of the offers

The offers will be open in order of arrival after the submission deadline.

Legal conditions

21. Authorizations and licenses

The contracted company must manage and obtain the licenses and/or administrative authorizations to carry out the actions contained in the contract. In addition, to adopt security measures so that only authorized persons can have access to the execution of the contracted actions.

22. Confidentiality and data protection



The contracted company must respect the confidential nature of the information to which it has access due to the execution of the contract.

It also undertakes to respect the strictest confidentiality with respect to all technical, commercial or other information that is recorded as part of the execution of the service.

The contracted company undertakes to comply with the requirements set forth in the current regulations on personal protection and, especially, Organic Law 3/2018, of December 5th, on the Protection of Personal Data and guarantee of digital rights that adapts to the Spanish legal system Regulation (EU) 2016/679 of the European Parliament and the Council, of April 27th, 2016, Organic Law 15/1999, of December 13th, on the Protection of Personal Data and Royal Decree 1720/2007, of December 21st, which approves the Regulations for the development of Organic Law 15/1999.

In any case, the contractor will not be able to access the documents, files, systems and supports that contain personal data without express authorization.

23. Legal base

1. Regulation (EU, EURATOM) No. 1046/2018 of the European Parliament and of the Council of July 18, 2018, on the financial rules applicable to the general budget of the Union;
2. Council Regulation (EU, EURATOM) No. 2988/95 of 18 December 1995 on the protection of the financial interests of the European Communities;
3. Regulation (EC) No. 232/2014 of the European Parliament and of the Council of March 11, 2014, creating a European Neighborhood Instrument;
4. Common rules for the application of ENI (Regulation (EC) No. 236/2014) establishing common rules and procedures for the application of Union instruments for the financing of external projects;
5. Rules for the application of Council Regulation (EC) No. 897/2014 of 18 August 2014, establishing specific provisions for the application of cross-border cooperation programs financed under Regulation (EC) No. 232/2014 the European Parliament and the Council creating a European Neighborhood Instrument;



6. Regulation (EU) No. 1407/2013 of the European Commission, of December 18, 2013, regarding the application of articles 107 and 108 of the Treaty on the Functioning of the European Union of *de minimis* aid;
7. Joint operational program for the ENI CBC Mediterranean Sea Basin approved by the European Commission on 12/17/2015 (Decision No. C (2015) 9133), and its annexes;
8. All manuals and guidelines issued by the Program, in its latest version;
9. Financing agreements signed between the European Commission and the Mediterranean Associated Countries;
10. The Grant Contract with the reference number INTECMED (B_A.2.1_0063) between Association of the Mediterranean Chambers of Commerce and Industry (ASCAME) and the Management Authority of the ENI CBC MED 2014-2020 Program.

24. Payment and billing system

The winning entity will present an invoice at the end of each delivery. The payment will be made within 30 to 60 calendar days from the invoice date.

Invoices will be submitted by email to projects@ascame.org and post mail to:

Association of the Mediterranean Chambers of Commerce and Industry (ASCAME)
Avda. Diagonal 452 (08006) Barcelona, SPAIN
[G65559346]

On all invoices issued by the contractor must reflect the name of the project: "INTECMED - ENI CBC Med Programme", as a payment requirement.

Contract termination

25. Causes for contract termination

1. When in the award procedure or in the execution of the contract there have been substantial errors or irregularities or suspected or proven fraud, the payment and / or the execution of this contract will be suspended.
2. If the contracted entity were the one that caused the errors, irregularities or frauds, it may also be denied payment or recover the amounts already paid, proportionally to the seriousness of the errors, irregularities or frauds.



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3. The Contracting Authority (ASCAME) may suspend the execution of the contract when it considers that such suspension is in the interest of the Project.